

Kiwanis Methow Park Improvement Project Agreement

This Agreement ("Agreement") is entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington (hereinafter "City"), and the Trust For Public Lands, (hereinafter referred to as the "TPL"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City of Wenatchee adopted a Parks, Recreation and Open Space Comprehensive Plan on January 12, 2012; and

WHEREAS, the Comprehensive Plan outlines a series of goals, recommended actions and timelines to implement the recommendations regarding the direction, process and priorities for future park master planning, facility design and development, operations, recreation programming and organizational development; and

WHEREAS, the plan specifically identified the need to improve park infrastructure and utilize alternative sources of funding to implement park improvement projects in order to provide comprehensive parks and recreation services within the City of Wenatchee; and

WHEREAS, the TPL recognizes the importance that recreation facilities and programs play in enhancing the overall quality of life of Wenatchee residents and providing a positive influence on the development of an individual's mind, body and character; and

WHEREAS, the TPL has discussed opportunities to improve park areas including Lincoln, Locomotive and Kiwanis Methow Park and following this discussion the TPL selected Kiwanis Methow Park for an improvement project; and

WHEREAS, the TPL has pledged to lead the effort to raise the funding, conduct outreach and work with the community and City to complete the improvement project; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

Purpose and Scope. The purpose of this Agreement is for the Parties to identify how they will cooperate and partner, for the mutual benefit of the Parties, to advance the vision, goals and objectives of the City of Wenatchee Parks, Recreation and Open Space Comprehensive Plan and the goals and Objectives of the Trust for Public Lands.

1. **Specific Objectives and Completion Dates.** The Parties have agreed to the following specific objectives and targeted completion dates. The parties will adjust the dates as necessary.

- 1.1 Planning/Permitting Phase. The TPL will submit application for any permitting required to complete the project. This may include, but not be limited to: Building, plumbing and electrical permits, SEPA and cultural and historical reviews. The design of amenities will meet the standards prescribed by the City including ADA accessibility, ASTM 1487, appearance, location, materials and features. The final design must be reviewed by Kiwanis and the Arts, Recreation and Parks Commission and approved by the City and all funding for the project received by the TPL prior to the Construction Phase beginning.

Targeted Completion Date: April 1, 2019.

- 1.2 Construction Phase. The TPL will shall be responsible for all labor, materials and supplies for construction. Demolition and construction activities will be coordinated with City staff prior to implementation and will occur during the park "off-season". "Off-season" is generally October through April. Construction methods will meet industry standards. The construction site will be secured during the project to ensure the safety of the public.

Targeted Completion Date: October 31, 2019.

- 1.3 The Parties agree to publicly support and advocate, as needed, the purpose and specific objectives of the Agreement. Outreach will occur throughout the duration of the project and include but not be limited to: Newspaper and radio announcements; presentations to service clubs (specifically Kiwanis), City Council and Commissions; public meetings, events and workshops; and electronic media and posting to websites and social media.

Targeted Completion Date: Ongoing.

2. Term. The Term of the initial Agreement shall be from March 25, 2016 through December 31, 2019.
3. Cost. The Parties recognize that the implementation of this Agreement requires funding. The Parties acknowledge that the City has no allocated funding to provide grant match or otherwise implement this Agreement. Grant administration would be the responsibility of TPL for grants they obtained for the project. Work undertaken to implement this Agreement will be provided by the TPL unless alternative funding is identified and received by one or both Parties. The Parties understand that the Project may not commence until all required funding is received.
4. Hold Harmless and Indemnity. The TPL agrees to defend, indemnify and hold harmless the City, its appointed and elected officials, employees and agents from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims, or lawsuits for damages resulting from personal bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the project.

5. Insurance and Limits. A minimum of ten (10) days prior to beginning work at the site, the TPL shall secure and maintain a policy of general liability insurance with combined single limits of liability no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The applicant shall provide a certificate of insurance evidencing the required insurance before using or working on the facility. Insurance is to be placed with issuers with a current A.M. Best rating of not less than A: VII (rating must be noted on certificate next to name of insurance company). A copy of the endorsement page naming the City as additional insured must also accompany the certificate. The City shall be provided at least 30 days advance written notice of a change in or termination of insurance coverage
6. Agreement Review and Monitoring. The Parties shall communicate regularly to discuss the status of the Agreement and to resolve any issues or disputes related to the successful completion of this Agreement.
7. Dispute Resolution. The Parties will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. The services of a mediator may be used to assist with the resolution. If the Parties agree that mediation is necessary, the Parties agree to share equally in the cost of mediation services.
8. Governing Law/Venue. This Agreement is governed by the laws of the State of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
9. Attorney's Fees. In the event of litigation regarding any terms of this Agreement, the Parties shall bear their own attorneys fees and costs incurred therein.
10. Notice. Any notice required by this Agreement shall be sent to:

City of Wenatchee
129 South Chelan
P.O. Box 519
Wenatchee, WA 98807-0519

Trust For Public Lands
[INSERT ADDRESS]
[INSERT CITY, STATE and ZIP]
11. Co-Administrators. Cary Simmons, on behalf of the TPL, and David Erickson, on behalf of the City, shall act as Co-Administrators, and shall be responsible for the administration of this Agreement.
12. Relationship of the Parties. The TPL is an independent organization in all respects with respect to the use. Nothing in this Agreement shall be considered to create the

relationship of employer and employee, principal and agent, or landlord and tenant between the Parties.

13. Termination. This Agreement may be terminated for any reason at the convenience of either party with 60 days advance written notice by the TPL or City.

DATED this ____ day of _____, 2016.

CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

DATED this ____ day of _____, 2016.

TRUST FOR PUBLIC LANDS

By _____
[INSERT NAME AND TITLE]

ATTACHMENT A
Kiwanis Methow Park Project Site



Draft